

**DECLARATION OF PROTECTIVE COVENANTS OF STERLING GROVE SUBDIVISION**

**CITY OF PAYSON  
UTAH COUNTY, UTAH**

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the undersigned, R & C, LLC, a Utah limited liability company (hereinafter referred to as the "Company") is the owner of all of that certain Subdivision known as Sterling Grove, Payson City, Utah County, Utah, more particularly described in **Exhibit A**; and WHEREAS, the Company is desirous of maintaining said Subdivision as a residential district of the highest standard in which each owner of a Site (as hereinafter defined) in said subdivision shall enjoy maximum livability and freedom with respect to the use of said Site, subject only to due regard for the equal rights of the owners of Site in said Subdivision;

NOW THEREFORE, in consideration of the premises, the Company, for itself, its successors and assigns, and for itself and its grantees, does hereby impose upon said lots, of said Subdivision, the following reservations, conditions, stipulations and protective covenants, established for the purpose of enhancing the value, desirability, and attractiveness of the property, all of which shall be deemed to run with the land and inure to the benefit of and be binding upon the owner at any time of any Site in said Subdivision and such owner's heirs, legal representatives, successors and or assigns. It is the intent of these restrictions and covenants to create a development of custom style homes. All homes shall exhibit superior architectural design, detail and the use of above-average new materials (except used brick) with conventional construction methods. Pre-fabricated or pre-constructed homes will not be allowed.

**DEFINITIONS**

As used in these protective covenants, the capitalized terms shall be defined as follows:

"Building Site" or "Site" shall mean any lot shown on the recorded plat of the Sterling Grove Subdivision.

"City" shall mean Payson City.

"Committee" shall mean the Architectural Control Committee.

"Company" shall mean the Declarant, R & C, LLC, or its successor or assign.

"County" shall mean Utah County.

"Declarant" shall mean R & C, LLC, or its successor or assign.

"Declaration" shall mean this Declaration of Protective Covenants of Sterling Grove Subdivision.

"Owner" shall mean the record owner of a fee simple title to any Site which is a part of the Subdivision.

"Subdivision" shall mean the Sterling Grove Subdivision as described in Exhibit A.

## COVENANTS

The following conditions, stipulations and protective covenants are hereby imposed upon all sites in said Subdivision:

1. City Laws. The City's zoning ordinances, rules, and regulations are considered to be a part hereof, and to any extent that these covenants might establish minimum requirements different than the zoning ordinances, rules and regulations, the most restrictive shall apply.
2. Residential Use. All Sites in said Subdivision shall be for residential purposes only and no building shall be erected or placed on any Site other than a private family dwelling, together with a private garage and such outbuildings as are customarily appurtenant to such a dwelling. An "outbuilding" as the word is used herein is intended to mean an enclosed covered structure not directly attached to the dwelling which it serves.
3. Limitation on Business Uses. An Owner or resident on a Site may use a portion of a single-family house located on a Site for home office use to conduct a trade or business if the house is primarily used for residential purposes and the trade or business activity: (a) is merely incidental to the residential use of the Site; (b) consists of typical office uses only and is used only by residents of the house; does not include any other commercial uses, including, without limitation, manufacturing, production, repairs, warehousing or boarding; (d) is not apparent or detectable by sight, sound or smell from the exterior of the house; (e) conforms to all zoning requirements for the Subdivision and all other applicable laws, ordinances, rules, and regulations; and (f) is consistent with the residential character of the Subdivision and does not constitute a nuisance or a hazardous or offensive use, including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Site as may be determined by the Architectural Control Committee, in its sole and absolute judgment and discretion.
4. Animals. No cows, pigs, horses, chickens, rabbits, or other livestock shall be raised, grown, bred, maintained or cared for upon any Site other than as after herein provided; provided, however, that nothing herein contained shall prevent any Owner of any Site from maintaining, keeping and caring for domestic household pets not for commercial purposes.
5. Buildings, Fences, and Walls. No building, fence, wall or other structure shall be commenced, erected, or maintained unless said structure's nature, kind, shape, height, material, floor plan, exterior color scheme, location, grading plan and finished grade elevations is in conformity with the general architectural design, landscaping plan and aesthetic characteristics of the subdivision. The planter strip in front of all lots will be required to be grass.
6. Dwelling Quality and Size. All of the lots shown on said subdivision plat shall be used only for residential purposes to include single family dwellings and twin home dwellings, on designated lots only.

All square footage will be exclusive of open porches and garages. All dwellings are to have an aggregate of 1400 Sq. Ft. above grade with a minimum of 1000 Sq. Ft. on the grade level for structures other than a rambler style home. Basement levels are permitted. A private garage, for not less than 2 cars, is required. Carports will not be allowed. All dwellings are to have a minimum of 5/12 pitch roof on all major rooflines, or as approved by the A.C.C. Modular homes, Round homes, Octagon homes, Prefab homes, Pre-built homes, all Wood homes, Steel homes, Concrete homes or any other style of home of this nature shall not be built or erected in said subdivision. Unless otherwise approved in writing by the A.C.C., all construction must be completed within 9 months from the date ground is broken for the construction of a home site. Materials to be used on the exterior of homes, garages and other buildings are:

- A. Stucco
- B. Brick
- C. Cultured Stone
- D. Real (Natural) Stone
- E. Masonry Board or Similar
- F. Hardy Board or Similar

Street facing exteriors to be a combination of at least 2 of the "Approved Materials" listed above. All exterior materials for homes, garages and other buildings are to be of an earth tone color, or as approved by the ACC.

G. All roofs must be built using a minimum of 30 year architectural grade shingle roofing, but emphasis will be placed on the design of the home matching the roof type and Style.

H. Aluminum soffit and eaves will be allowed.

Any other materials would have to be approved by the A.C.C.

7. Fencing. No fence, wall, hedge, or dividing structure higher than 3 feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. Fences must be vinyl, ornamental iron, masonry block, or a "monster wood fence."

8. Maintenance. Each Owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each lot and will repair any damage thereto related to construction or otherwise. No Owner or contractor shall leave building or landscaping materials within the road right of way (including sidewalks) for any period of time. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the Owner thereof in a clean, safe and attractive condition.

9. Landscaping. All open areas between the public street, including the planter strip, and the front line of the primary structure shall be landscaped prior to the issuance of a certificate of occupancy. If a dwelling is located on a corner lot, all areas of the front and side areas between the public street and the dwelling shall be appropriately landscaped. The balance of landscaping on the Site must be installed and

operative within one year from the date an occupancy permit is issued by the city to each individual dwelling. All twin home lots to be completely landscaped prior to the issuance of a certificate of occupancy. Landscaping shall be deemed to include grass, shrubbery, trees and an underground sprinkling system capable of properly irrigating the front yard. The Landscaping shall include a minimum of three trees per Site. The planter strip shall be all grass.

10. Trees. Fruit trees and shade trees may be planted.

11. Antenna. No radio, short wave, television, or other type of antenna shall be installed on the exterior of any building.

12. Tanks. No tanks, which extend above the ground shall be erected, placed or permitted upon any Site.

13. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Site nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

14. Burning and Dumping. The burning of rubbish, leaves, or trash on the Sites is prohibited. The dumping of grass, grass clippings, or excess construction materials, including but not limited to, concrete, lumber, trash, gravel, extra dirt, rocks, etc., on any Site, vacant Site, or public open space is prohibited.

15. Maintenance of Sites. All clotheslines, equipment, service yards, wood piles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring residences and streets. All rubbish, trash or garbage shall be regularly removed from the Site, and shall not be allowed to accumulate thereon.

16. Temporary Buildings. With the exception of those items reasonably necessary for construction of the original home on the Sites, no temporary house, trailer, tent for dwelling purposes or other outbuilding shall be placed or erected on any Site and no dwelling shall be occupied in any manner at any time prior to completion.

17. Signs. The construction or maintenance of billboards, "for rent" or "for sale" signs larger than six (6) square feet, poster boards or advertising structures of any kind, except those belonging to the Company or its duly authorized agent, on any Site in said Subdivision is prohibited.

18. Site Maintenance. Owners are obligated to maintain their Sites in a reasonable state of appearance, which shall be deemed to include the elimination or control of weed growth on the Sites and any other factor, which may be considered to be noxious or to create a nuisance. While a time to commence construction is not mandated, the control of weed growth is the sole responsibility of the Owner. Owners are required to maintain the weed and grass growth on their Site not to exceed 12" tall. Additionally, Owners must maintain weed and grass growth on parkways not to exceed 6" tall. Owners must edge the parkways and Site next to the sidewalks so as to prevent obstructions on the sidewalks.

19. Equipment and Vehicles. No tractors, trucks (except pick-ups), construction equipment, farming equipment, or other commercial vehicles and no campers, mobile homes, motor coaches, trailers, boats, horse trailers, or other similar recreational equipment shall be kept or maintained on any site or on any street in the subdivision unless such equipment is parked in garages or screened areas within Owner's yard.

20. City Enforcement. The City shall be authorized, but not required, to enforce Paragraphs 6 and 7 of this Agreement through the issuance of building permits.

21. Architectural Control Committee Membership. The Committee shall be composed of three members selected by Declarant. The members may be removed at any time by the Declarant and in the event of such removal or the death, incapacity or resignation of any one of the members, the Declarant shall have full authority to designate a successor who in like manner, may be removed at any time by Declarant. Declarant may designate a person to serve on the Committee during the temporary absence of any of the members. The removal of members, the appointment of successors, members and designation of such temporary members of such Committee shall all be made by the Declarant by the execution, acknowledgment and recording of an appropriate instrument in writing for any such purpose.

22. Submission and Review of Plans. The Committee may charge a fee not exceeding \$50.00 for the review of each set of plans and specifications submitted. Such charges shall be paid by the person or persons submitting such plans and specifications for approval. A quorum at any meeting of such Committee shall consist of at least two of the members thereof and any decision shall be reached by the affirmative vote of a majority of such members present. When all of the Sites in said Subdivision shall have been sold by the Company, then the Owners of a majority of the Sites shall have the power through a duly recorded instrument to change the membership of the Committee. As new members are appointed by the Owners they shall each serve for a term of two years. Successors shall be appointed by the Owners of the property at duly arranged meetings of the Owners. All plans, specifications and plot plans, including exterior material and color selections, seeking an exception to the restrictions contained in this Declaration must be submitted to the committee in duplicate and be accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval and/or corrections and modifications and the date thereof affixed to one copy of such plans and specifications. In the event the committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, then the plans shall be deemed disapproved. The Committee or its duly authorized representatives shall not be liable, in any manner, for any action or failure of action taken in these premises.

23. Declarant Exception. Notwithstanding any other provision of this Declaration to the contrary, Declarant or its successor or assign shall have the right to maintain model homes on Sites owned by the Declarant and to construct and maintain parking areas for the purpose of accommodating persons visiting such model homes, provided the construction, operation, and maintenance of such model homes otherwise complies with all provisions of the Declaration. Any home constructed as a model home shall cease to be used as a model home at any time the Declarant is not actually engaged in the construction or sale of Sites or homes in the Project. Notwithstanding any other provision of the Declaration to the contrary, Declarant may store supplies of brick, block, lumber and other building materials on a Site owned by the Developer. In addition, normal construction activities of the Developer in connection with the construction of improvements shall not be considered a nuisance or otherwise prohibited by this Declaration. A Owner shall keep his or her Site in a clean, safe and neat condition free of weeds, trash, and debris.

24. Exceptions to Committee Approval. No Committee approval shall be required for (i) any construction, installation, addition, alteration, repair, change, replacement or other work by, or on behalf of, Declarant; (ii) initial improvements constructed by, at the direction of, or with the express written approval of Declarant; (iii) normal maintenance of previously approved homes or improvements; (iv) rebuilding previously homes or improvements in accordance with their original approvals; (v) changes to the interior of a previously approved home or improvement; (vi) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

25. City Ordinances. In interpreting this Declaration as it pertains to city zoning and subdivision ordinances, if there are any discrepancies between this document and the City's zoning and subdivision ordinances, as amended from time to time, then the City's applicable zoning and subdivision ordinances shall control such interpretation and the meaning of any terms or definitions hereof, unless the requirements of this document are more strict. In said event, this document shall control.

26. Enforcement. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration. The Declarant, the Committee, or any of the other Owners shall have the right, but not the obligation, of enforcement as described above. The prevailing party in an action for the enforcement of any provision of this Declaration shall be entitled to collect court costs and reasonable attorney fees. Failure by any of these parties to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

27. Indemnification. Owners shall indemnify each and every member of the Architectural Control Committee (collectively, "Committee Members") against any and all expenses, including attorney fees, reasonably incurred by or imposed upon a Committee Member in connection with any action, suit or

other proceeding (including settlement of any suit or proceeding) to which he or she may be a party by reason of being or having been a Committee Member, unless the liability for such expenses arises out of his or her own intentional misconduct. No Committee Member shall have any personal liability with respect to any contract or other commitment made by them or action taken by them, in good faith, on behalf of the Owners, and the Owners shall indemnify and forever hold each such Committee Members free and harmless from and against any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Committee Members may be entitled.

28. Declarant's Construction Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the above described real property and any improvements (including residences) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete each of the residences and all of the other improvements, structures, utilities and facilities described in this Declaration or in the Plat recorded concurrently herewith or which shall hereafter be recorded and all other things reasonably necessary in connection therewith; (b) to construct and complete on the Property, or any portions thereof, such other improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem necessary or appropriate, and such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the sale of the Sites owned by Declarant. Nothing contained in this Declaration shall be construed to prevent the construction, installation or maintenance by the Declarant, or any agents or contractors thereof, during the period of development, construction and sales on the Subdivision, of improvements, landscaping, or signs deemed necessary or convenient by the Declarant, in its sole discretion, to the development or sale of Sites within the Subdivision.

29. Amendments. This Declaration may be amended by recording a certificate of amendment, duly signed and acknowledged by and on behalf of the Owners of the Sites ("Certificate of Amendment"). The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at a meeting duly called and held or by separate written ballot without a meeting, the Owners representing seventy-five percent (75%) of the Sites at the election voted affirmatively for the adoption of the amendment. Within twenty-five (25) years from the date this Declaration was recorded with Utah County, and so long as Declarant is the owner of any Site in the Subdivision, this Declaration may be amended or terminated only with the written approval of Declarant.

30. Unilateral Amendments. Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Site to a third party. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by

Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Sites subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Site unless any such Owner shall consent thereto in writing. Further, for so long as the Declarant owns any Site in the Subdivision, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any Site without the consent of the affected Owner. Such amendments may include, but are not limited to, changing the nature or extent of the uses to which such property may be devoted or readjustment of Site boundaries in connection with the location and development of the Subdivision.

31. Amendments Affecting Declarant Rights. Notwithstanding any other provision of this Declaration to the contrary, no provision of this Declaration which grants to or confers upon Declarant any rights, privileges, easements, benefits or exemptions (except for rights, privileges, easements, benefits, or exemptions granted to or conferred upon Owners generally) shall be modified, amended or revoked in any way, so long as Declarant owns any portion of the Subdivision, without the express written consent of Declarant.

32. Run with the Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land or equitable servitudes and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future Owner, mortgagee, tenant, or occupant of a Site shall be subject to and shall comply with the provisions of this Declaration and the provisions of any rules and regulations contemplated by this Declaration. Each party acquiring any interest in a Site thereby consents to and agrees to be bound by all of the provisions of this Declaration.

33. The Declaration hereby submits and subjects the real property located in Payson City, Utah County, Utah, and more particularly described on Exhibit A, attached hereto and by reference incorporated herein, the improvements, all easements, rights and appurtenances, and all other property, as defined herein, to the provisions of this Declaration and declares that all such real property, improvements, easements, rights, appurtenances and other Property are and shall be held, possessed, occupied, used, leased, encumbered, transferred, sold, conveyed, devised and inherited subject to the provisions of this Declaration.



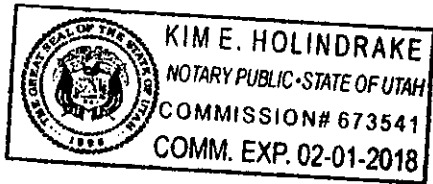
Dated the 18 day of January, 2017.

DECLARANT

By: [Signature]  
Name: Justin Hill  
Its: Manager

STATE OF UTAH     )  
                                  ).SS  
COUNTY OF UTAH   )

On the 18<sup>th</sup> day of January, 2017, Justin Hill personally appeared before me, a Notary Public, of the State of Utah, who being duly sworn did say, that he is the Declarant's Manager, and that the within and foregoing instrument was signed in behalf of said company by authority of its Operating Agreement.



[Signature]  
Notary Public  
My Commission Expires: 2-1-2018  
Residing at: Cedar Hills Utah

## STERLING GROVE BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8 , TOWNSHIP 9 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A FOUND BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 8; THENCE S.00°28'39"E. ALONG THE SECTION LINE A DISTANCE OF 886.27 FEET; THENCE N.90°00'00"W. A DISTANCE OF 885.85 FEET TO THE REAL POINT OF BEGINNING.

THENCE S.00°12'15"W. A DISTANCE OF 797.67 FEET; THENCE S.00°30'56"W. A DISTANCE OF 132.13 FEET; THENCE S.00°43'55"E. A DISTANCE OF 30.68 FEET; THENCE S.04°14'10"E. A DISTANCE OF 66.97 FEET; THENCE S.03°30'31"E. A DISTANCE OF 46.02 FEET TO A POINT OF CURVATURE OF A 57.88-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.25 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 29°56'52" AND A CHORD THAT BEARS S.19°20'38"E. A DISTANCE OF 29.91 FEET TO A POINT OF A CONTINUES CURVATURE OF A 27.77-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°02'35" AND A CHORD THAT BEARS S.46°41'59"E. A DISTANCE OF 8.23 FEET; THENCE S.42°31'29"W. A DISTANCE OF 36.36 FEET; THENCE N.80°51'44"W A DISTANCE OF 14.17 FEET; THENCE N.84°01'45"W. A DISTANCE OF 113.15 FEET; THENCE S.00°21'26"E. A DISTANCE OF 5.12 FEET; THENCE S.89°43'23"W. A DISTANCE OF 368.04 FEET; THENCE N.00°18'54"W. A DISTANCE OF 197.81 FEET TO A POINT OF CURVATURE OF A 162.03-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 44°25'17" AND A CHORD THAT BEARS N.22°31'55"W. A DISTANCE OF 122.50 FEET; THENCE N.47°16'14"W. A DISTANCE OF 30.56 FEET TO A POINT OF CURVATURE OF A 15.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 89°58'58" AND A CHORD THAT BEARS N.02°39'51"W. A DISTANCE OF 21.21 FEET; THENCE N.47°39'51"W. A DISTANCE OF 124.36 FEET; THENCE N.00°07'53"E. A DISTANCE OF 40.11 FEET; THENCE N.42°29'37"E. A DISTANCE OF 311.70 FEET; THENCE N.42°28'40"E. A DISTANCE OF 103.62 FEET; THENCE N.42°29'21"E. A DISTANCE OF 58.08 FEET; THENCE N.47°19'03"E. A DISTANCE OF 234.39 FEET; THENCE N.50°10'59"E. A DISTANCE OF 221.75 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 485820 sq.ft. OR 11.15 acres OF LAND MORE OR LESS.